

THIRD AMENDMENT TO
PROFESSIONAL SERVICES SUBCONTRACTOR AGREEMENT
BETWEEN SONOMA COUNTY FIRE DISTRICT AND MEDIC AMBULANCE SERVICE, INC.

Effective February 23 , 2023, the Sonoma County Fire District, hereinafter called "DISTRICT," and Medic Ambulance Service, Inc, hereinafter called "CONTRACTOR", and collectively referred to hereinafter as the "Parties", enter into this Third Amendment to Profession Services Subcontractor Agreement ("THIRD AMENDMENT").

On April 27, 2021, the DISTRICT and CONTRACTOR, entered into the Parties' initial Professional Services Subcontractor Agreement ("AGREEMENT").

On October 19, 2021, the DISTRICT and CONTRACTOR entered into the First Amendment to the Professional Services Subcontractor Agreement ("FIRST AMENDMENT").

On May 26, 2022, the DISTRICT and CONTRACTOR entered into the Second Amendment to the Professional Services Subcontractor Agreement ("SECOND AMENDMENT").

Except as otherwise specifically noted in this THIRD AMENDMENT, the provisions of the Parties' initial AGREEMENT, the FIRST AMENDMENT, and the SECOND AMENDMENT, shall remain in effect.

1.0 Recitals

The following recitals are true and incorporated into this THIRD AMENDMENT:

WHEREAS, the DISTRICT has the rights, obligations, and authority over emergency medical services ("EMS") and Advanced Life Support Services throughout the entirety of the DISTRICT territory and appurtenant ambulance service areas, pursuant to Health and Safety Code section 1797.201; and

WHEREAS, in January 2021, the DISTRICT issued a Request for Qualifications ("RFQ") as part of a competitive bidding process under Public Contract Code section 20812 for a subcontractor to provide emergency ground ambulance services and Advanced Life Support Services for Sonoma County Exclusive Operating Area #1 ("EOA-1"), as well as the entirety of the DISTRICT territory and appurtenant ambulance service areas; and

WHEREAS, although several ambulance service providers attended the DISTRICT's RFQ potential bidders' conference, no bids were received in response to the DISTRICT's RFQ; and

WHEREAS, on April 27, 2021, consistent with Public Contract Code section 20812(c)(4), the DISTRICT entered into an AGREEMENT with CONTRACTOR regarding emergency ground ambulance services and Advanced Life Support Services for EOA-1; and

WHEREAS, on October 19, 2021, through the FIRST AMENDMENT, also consistent with Public Contract Code section 20812(c)(4), the DISTRICT and CONTRACTOR expanded the Parties' AGREEMENT to include emergency ground ambulance services and Advanced Life Support Services for the entirety of the DISTRICT territory and appurtenant ambulance service areas; and

WHEREAS, on November 9, 2021, the County issued its Request for Proposal "RFP" for emergency ground ambulance services and Advanced Life Support Services for EOA-1 (the "November 2021 EOA-1 RFP"); and

WHEREAS, on February 9, 2022, the California Emergency Medical Services Authority ("EMSA") notified the County of Sonoma ("County") Director of the Department of Health Services and Coastal Valleys EMS Agency ("CVEMSA") that critical care transport, basic life support, and interfacility transport ground ambulance services in EOA-1 were all "non-exclusive"; and

WHEREAS, on February 17, 2022, the County and DISTRICT entered into a Settlement Agreement, which, in relevant part, authorizes the DISTRICT "to provide emergency ground ambulance services in EOA-1 on backup, stand-by, and/or mutual aid basis"; and

WHEREAS, on February 18, 2022, the County rescinded the pending November 2021 EOA-1 RFP; and

WHEREAS, on February 18, 2022, at the request of CVEMSA, CONTRACTOR sent a letter of intent to CVEMSA, in which CONTRACTOR notified CVEMSA that CONTRACTOR would be operating as an Advanced Life Support (Non-EOA), Basic Life Support, and Critical Care Transport ambulance provider in Sonoma County; and

WHEREAS, starting on February 27, 2022, at the specific request of Bell's Ambulance Services, which provides non-exclusive ambulance services in the northern portion of the DISTRICT, because Bell's was unable to staff and provide ambulance services; the DISTRICT has continuously provided emergency ground ambulance services with the awareness and approval of CVEMSA in the Bell's Response Zone and EOA-1; and

WHEREAS, on March 29, 2022, the State EMSA sent a letter notifying the County Director of the Department of Health Services and CVEMSA that EOA-1 was no longer exclusive, because the cancellation of the EOA-1 RFP reverted County EMS Sub-Area #1 to a non-exclusive sub-area retroactive to June 30, 2020; and

WHEREAS, on April 26, 2022, at a meeting between the DISTRICT Fire Chief and CONTRACTOR Operations Manager on the one hand; and the County Director of the Department of Health Services, CVEMSA EMS Administrator and CVEMSA EMS Coordinator, on the other hand; the County representatives confirmed that the DISTRICT was not required to have a provider permit or a provider agreement to provide emergency ground ambulance services pursuant to the County EMS Ordinance (Sonoma County Code Chapter 28); and that

CONTRACTOR similarly was not required to have a provider permit or a provider agreement to provide emergency ground ambulance services pursuant to the County EMS Ordinance, so long as a CONTRACTOR was providing emergency ground ambulance services pursuant to an agreement with the DISTRICT; and

WHEREAS, on May 26, 2022, through the SECOND AMENDMENT, also consistent with Public Contract Code section 20812(c)(4), the DISTRICT and CONTRACTOR further expanded the Parties' AGREEMENT to include emergency ground ambulance services and Advanced Life Support Services into the now non-exclusive service area of County EMS Sub-Area #1; and

WHEREAS, on June 17, 2022, State EMSA sent another letter to the County Director of the Department of Health Services and CVEMSA, confirming that the exclusivity for County EMS Sub-Area #1 expired on June 30, 2020; and

WHEREAS, On November 8, 2022, the County issues its new Request for Proposal for emergency ground ambulance services and Advances Life Support Services for EOA-1 (the "November 2022 EOA-1 RFP"); and

WHEREAS, effective February 21, 2023, pursuant to the mutual aid agreement authority set forth in the California Fire Protection District Law of 1987, California Health and Safety Code section 13800 et seq., at the request of the Rancho Adobe Fire Protection District ("RAFPD"), a portion of which is part of County EMS Sub-Area #1, the DISTRICT and CONTRACTOR have agreed to provide emergency ground ambulance services and Advanced Life Support Services within RAFPD territory; and

WHEREAS, the Parties' initial AGREEMENT, the FIRST AMENDMENT, the SECOND AMENDMENT, and this THIRD AMENDMENT all comply with Public Contract Code section 20812(c)(4), Health and Safety Code section 1797.231, and the policy adopted in DISTRICT Resolution 2021-25.

2.0 Agreement

Now, therefore, it is agreed by the Parties to this THIRD AMENDMENT as follows:

2.1 Term of the THIRD AMENDMENT

(a) Term. The term of this Agreement shall commence on the date first written above and shall expire at the end of the initial term of five (5) years after the DISTRICT and CONTRACTOR complete negotiations for a Master Agreement with the County pursuant to an award to DISTRICT under the November 2022 EOA-1 RFP.

(b) Extension of Agreement. DISTRICT may extend the CONTRACTOR'S service under the THIRD AMENDMENT in accordance to and conjunction with any extensions that DISTRICT may receive for the Advanced Life Support Services for Sonoma County Exclusive Operating Area #1 throughout DISTRICT's term.

(c) **Obligations Extending Beyond Term.** The obligations of the Parties under AGREEMENT paragraphs 2.6 (Insurance) and 2.7 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the AGREEMENT, the FIRST AMENDMENT, the SECOND AMENDMENT, and this THIRD AMENDMENT, and the obligations of CONTRACTOR to DISTRICT shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.13 (Confidentiality), 2.18 (Taxes), and 2.19 (Access to Records/Retention). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in Exhibits A and B of the AGREEMENT, the FIRST AMENDMENT, the SECOND AMENDMENT, or this THIRD AMENDMENT, the modifications in Exhibits A and B shall also continue after the expiration date or early termination.

2.2 Scope of Services and Compensation. CONTRACTOR shall provide DISTRICT emergency medical services and Advanced Life Support Services for the entirety of the DISTRICT territory and appurtenant ambulance service areas, as well as non-exclusive areas of County EMS Sub-Area #1, , that meets or exceeds the provisions and requirements of the November 2022 EOA-1 RFP, including, but not limited, to the minimum qualifications, experience, financial and operational issues. It is intent and expectation of the DISTRICT and CONTRACTOR that they will enter in a comprehensive agreement consistent with the provisions of the Master Agreement that the DISTRICT will negotiate with the COUNTY after award of the EOA-1 contract.

2.3 EOA-1 Contingency Fund. DISTRICT and CONTRACTOR both agree to put up 1 million dollars (\$1,000,000.00) each into the EOA-1 Contingency Fund if awarded the contract for Advanced Life Support Services for Sonoma County Exclusive Operating Area #1.

2.4 Contractor Guarantee. CONTRACTOR guarantees, as part of its unit hour costs reimbursement, to fund all equipment, maintenance and personnel costs associated to the start-up of the EOA-1 Master Agreement. It is the intent of this guarantee to ensure DISTRICT and CONTRACTOR are clear in their commitments and capacity to serve EOA-1. DISTRICT has done its due diligence in examining of CONTRACTOR's financial strength and ability to perform. Should CONTRACTOR voluntarily resign or fail to perform, CONTRACTOR has pledged 5.8 million dollars as collateral to protect the offerings and has agreed to have DISTRICT as co-authorized on all equipment leased through Stryker for the purposes of emergency ground ambulance services for EOA-1. In such event, DISTRICT may retain possession of said equipment, facilities, and records until replacement items can be acquired by DISTRICT or another CONTRACTOR is engaged to perform the service. DISTRICT agrees to pay CONTRACTOR the reasonable rental value of such equipment and facilities during the time they are used by DISTRICT.

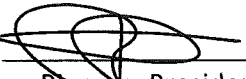
IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT effective on the date first written above:

SONOMA COUNTY FIRE DISTRICT

By: _____

Arnie Tognozzi, Board President, Sonoma County Fire District

MEDIC AMBULANCE SERVICE, INC.:

By:  _____

James Pierson, President and COO, Medic Ambulance Service, Inc

Approved as to form:



DISTRICT Counsel



CONTRACTOR, Director of Corporate Legal and Contracting